

# **EXHIBIT A**

**FILED**  
San Francisco County Superior Court

APR 17 2024

CLERK OF THE COURT  
BY: Stella Miller  
Deputy Clerk

1 ROB BONTA (SBN 202668)  
2 Attorney General of California  
3 PAULA BLIZZARD (SBN 207920)  
Senior Assistant Attorney General  
4 NATALIE S. MANZO (SBN 155655)  
JAMIE L. MILLER (SBN 271452)  
Supervising Deputy Attorney General  
ROBERT B. MCNARY (SBN 253745)  
5 STEPHEN R. SMEREK (SBN 208343)  
Deputy Attorneys General  
6 300 South Spring Street, Suite 1702  
Los Angeles, CA 90013  
7 Telephone: (213) 269-6000

8 *Attorneys for Plaintiff and Cross-Defendant*  
*The People of the State of California*

9  
10 HEIDI K. HUBBARD (*pro hac vice*).  
WILLIAMS & CONNOLLY LLP  
680 Maine Ave. SW  
11 Washington, DC 20024  
Tel.: (202) 434-5000

12 Jeffrey M. Davidson (Bar No. 248620)  
13 COVINGTON & BURLING, LLP  
415 Mission Street, Suite 5400  
14 San Francisco, CA 94105  
Tel: (415) 591-6000

15 *Attorneys for Defendant and Cross-Complainant*  
16 *Amazon.com, Inc.*

17 *(additional counsel listed below)*

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **COUNTY OF SAN FRANCISCO**

20  
21 **THE PEOPLE OF THE STATE OF**  
**CALIFORNIA,**

22 Plaintiff / Cross-Defendant,

23 v.

24 **AMAZON.COM, INC.,**

25 Defendant / Cross-Complainant.

26  
27 **CASE NO. CGC-22-601826**

28  
29 **STIPULATED COORDINATION**  
**PROTOCOL AND [PROPOSED] ORDER**

30 Dept.: 304

31 Judge: Hon. Ethan P. Schulman

32 Case Filed: September 15, 2022

33 Trial Date: August 10, 2026

1 Plaintiff The People of the State of California (“The People”) and Defendant Amazon.com, Inc.  
2 (“Amazon”) have agreed and stipulated to certain issues regarding the coordination of deposition  
3 discovery in the above-referenced action (“Action”), and hereby jointly submit this Stipulated  
4 Coordination Protocol and Proposed Order (“Coordination Order”) for approval and entry by the Court.

5 **I. DEFINITIONS**

6 1. The following definitions shall apply for the purposes of this Order:

7 a. **Amazon Representative**: Any person who is identified to testify on Amazon’s  
8 behalf as a corporate representative in response to a deposition notice of Amazon.

9 b. **Amazon Witness**: Any person who is (i) a current employee or officer of Amazon,  
10 (ii) a former employee or officer of Amazon who is represented by Counsel for Amazon. Upon  
11 receipt of a deposition notice from The People for a former employee or officer of Amazon,  
12 Counsel for Amazon shall have fourteen (14) calendar days to notify The People in writing if the  
13 former employee or officer is represented by Counsel for Amazon. If Counsel for Amazon does  
14 not provide notice that it represents a former employee or officer within fourteen (14) calendar  
15 days, the deposition shall be governed by the provisions of Section V covering Non-Party  
16 witnesses, unless otherwise agreed to by the Parties.

17 c. **Coordinated Deposition**: A deposition conducted pursuant to this Coordination  
18 Order wherein Other Plaintiffs’ Attorneys for at least one of the Other Pending Actions participate  
19 in said deposition.

20 d. **Counsel for Amazon**: Counsel of record for Amazon.com, Inc. in this Action.

21 e. **Non-Party**: Any natural person, partnership, corporation, association, or other legal  
22 entity not named as a Party.

23 f. **Other Pending Actions**: *Frame-Wilson et al. v. Amazon.com Inc.*, No. 2:20-cv-  
24 00424-JHC (W.D. Wa.); *De Coster et al. v. Amazon.com, Inc.*, No. 2:21-cv-00693-JHC (W.D.  
25 Wa.); *Brown et al. v. Amazon.com, Inc.*, No. 22-cv-00965-JHC (W.D. Wa.); *Federal Trade  
26 Commission, et al. v. Amazon.com, Inc.*, No. 2:23-cv-01495-JHC (W.D. Wa.); and any other civil  
27 action in or approaching active discovery involving substantially similar claims, which is identified  
28 and agreed by the Parties in writing.

g. Other Plaintiffs' Attorneys: Counsel of record for plaintiffs in the Other Pending Actions as identified in the preceding subparagraph d.

h. Party or Parties: Any entity named a plaintiff or defendant in this Action.

## II. GENERAL PROVISIONS

2. This Coordination Order shall be effective only upon agreement of the Parties and approval of the Court.

3. The close of fact discovery shall be extended to August 8, 2025. The Parties shall meet and confer and present the Court with proposed adjustments to the balance of the pretrial schedule within thirty (30) calendar days of the execution and entry of this Coordination Order.

4. This Coordination Order applies to the Parties in the Action, and provides protocols applicable to conducting deposition discovery in this Action. Nothing in this Coordination Order shall preclude or otherwise restrict Amazon from engaging in further coordination efforts in the Other Pending Actions or in any other action, but no such efforts by Amazon shall modify this Coordination Order, be binding on The People, or otherwise have any effect on the present Action.

5. Either Party may seek to later modify this Coordination Order for good cause. Prior to doing so, the Parties shall meet and confer in good faith to reach agreement as to the appropriate scope of any modifications. For the avoidance of doubt, this Coordination Order may be amended only by subsequent written stipulation among the Parties and a corresponding approval by the Court; however, if the Parties jointly agree, they may agree to modify the time periods for providing notice set forth herein without modification of this Coordination Order or the Court's approval.

6. Amazon represents that it is engaged in efforts to negotiate and have substantially similar orders entered in each of the Other Pending Actions. To the extent that any dispute arises regarding the conduct of Coordinated Depositions related to terms of coordination contained in orders entered in Other Pending Actions that differ from or conflict with this Coordination Order, the Parties shall meet and confer to determine if modifications of this Coordination Order may be necessary to facilitate efficient coordination with the Other Pending Actions.

7. Unless otherwise expressly agreed to and ordered by this Coordination Order, discovery in this Action shall be governed by the applicable provisions of the California Rules of Court, the California

1 Code of Civil Procedure, and the California Evidence Code; and any other applicable provisions that  
2 would apply to govern discovery in the absence of this Coordination Order.

3       8. Both Parties reserve all rights to formally object (by motion or otherwise) to any deposition  
4 or deposition examination on any grounds and seek appropriate relief from the Court as warranted. For  
5 the avoidance of doubt, and notwithstanding anything in this Coordination Order, Amazon shall retain all  
6 rights to object (by motion or otherwise) to the taking of a particular deposition or to the timing or length  
7 of such a deposition in this Action or in the Other Pending Actions. For the further avoidance of doubt,  
8 and notwithstanding anything in this Coordination Order, The People shall retain all rights to seek (by  
9 motion or otherwise) additional time for the taking of a particular deposition in this Action.

10       9. For any Coordinated Deposition, each Party or Other Plaintiffs' Attorneys may notice, take,  
11 defend, or otherwise participate in any such deposition either in person, or remotely, in their sole discretion  
12 notwithstanding how any other Party or Other Plaintiffs' Attorneys elect to notice, take, defend, or  
13 otherwise participate in such deposition. For the avoidance of doubt, if a deposition is noticed to take  
14 place in person, nothing in this Coordination Order shall permit the witness to appear other than in person  
15 except by agreement of the noticing Party.

16       10. For the avoidance of doubt, any testimony in a Coordinated Deposition will be deposition  
17 testimony given in this Action whether the examination was conducted by The People or Other Plaintiffs'  
18 Attorneys. For the further avoidance of doubt, both Parties reserve all rights to object to the admissibility  
19 of such testimony pursuant to the applicable provisions of the California Rules of Court, the California  
20 Code of Civil Procedure, the California Evidence Code, and any other applicable law.

21       11. With respect to any Coordinated Deposition of an Amazon Witness or Amazon  
22 Representative that The People intend to notice pursuant to this Coordination Order, the Parties agree that  
23 The People may share (and receive from the Other Plaintiffs' Attorneys) materials produced by Amazon  
24 in this Action that are reasonably contemplated by The People to be shown to the witness subject to a  
25 Coordinated Deposition, or necessary to understand the import of such documents, or information derived  
26 from such materials, designated by Amazon as Confidential or Highly Confidential – Attorneys' Eyes  
27 Only under the January 27, 2023 Stipulation and Protective Order (the "Protective Order") with any  
28 participating Other Plaintiffs' Attorneys for the sole purpose of preparing for and/or taking such

1 Coordinated Deposition provided that such Other Plaintiffs' Attorneys agree to maintain the  
2 confidentiality of such materials as if they had been so designated under the operative protective orders  
3 entered in the Other Pending Actions. For the avoidance of doubt, the sharing contemplated by this  
4 Paragraph shall be constrained to what is reasonably necessary for the purposes of executing Coordinated  
5 Depositions and shall not generally supersede or negate discovery limitations or protective order  
6 restrictions otherwise applicable in each individual case.

7 12. For the further avoidance of doubt, nothing in this Coordination Order permits any Party  
8 to take more than one deposition of any witness without agreement of the Parties and witness and/or leave  
9 of Court.

10 **III. DEPOSITIONS OF AMAZON AND AMAZON WITNESSES FIRST  
NOTICED IN THIS ACTION**

11 13. To the extent The People seek the deposition of Amazon or an Amazon Witness in the  
12 Action, The People shall issue a deposition notice to Counsel for Amazon, for a date not sooner than sixty  
13 (60) calendar days from the date the notice is served. Counsel for Amazon shall provide the deposition  
14 notice to the Other Plaintiffs' Attorneys for the purpose of facilitating potential coordination of such  
15 deposition as may be appropriate in connection with the Other Pending Actions.

16 14. Counsel for Amazon shall use best efforts to confirm The People's proposed date or, to the  
17 extent the witness or counsel is unavailable, provide one or more alternative dates for the deposition within  
18 fourteen (14) calendar days of receiving The People's deposition notice. If alternative dates are provided,  
19 Counsel for Amazon shall use best efforts to provide at least one alternative date within fourteen (14)  
20 calendar days of The People's initial proposed date. The Parties shall thereafter meet and confer on a  
21 reasonable and appropriate date, time, and location for the noticed deposition.

22 15. Notwithstanding anything in this Coordination Order, The People shall retain all rights to  
23 depose any Amazon Witness by providing the notice required by statute if the sixty (60) day notice period  
24 contemplated herein would require the deposition of Amazon or an Amazon Witness to take place after  
25 the close of fact discovery in this Action. If the witness is not reasonably available on the date noticed,  
26 Amazon shall promptly notify The People, and the Parties shall meet and confer within five (5) calendar  
27 days thereof regarding a reasonable and appropriate date, time, and location for the noticed deposition,

1 which may be conducted after the close of fact discovery in the event the Amazon Witness cannot  
2 reasonably be made available on an earlier agreed-date.

3       16. The Parties agree that the Parties, Other Plaintiffs' Attorneys, and Counsel for Amazon in  
4 the Other Pending Actions may attend and participate in Coordinated Depositions to the fullest extent  
5 permitted under applicable rules, including this Coordination Order and any Order of the Court in this  
6 Action. The Parties' use of Coordinated Deposition testimony, or exhibits, designated as "Confidential"  
7 or Highly-Confidential" shall be governed by the Protective Order (and use of such materials by Other  
8 Plaintiffs' Attorneys shall be governed by the operative protective orders entered in the Other Pending  
9 Actions) provided that no Party, their counsel, or Other Plaintiffs' Attorneys shall be excluded from any  
10 portion of a Coordinated Deposition or prohibited access to deposition exhibits marked at a Coordinated  
11 Deposition. For the avoidance of doubt, both Parties reserve all rights to object to the admissibility of  
12 such testimony pursuant to the applicable provisions of the California Rules of Court, the California Code  
13 of Civil Procedure, the California Evidence Code, and any other applicable law.

14       17. For any deposition of an Amazon Witness where Amazon provided notice to the Other  
15 Plaintiffs' Attorneys contemplated by Paragraph 13, but the Other Plaintiffs' Attorneys do not participate,  
16 the Parties agree that the examination by The People generally shall be limited to no more than one (1)  
17 day, with no more than seven (7) hours on the record.

18       18. For any Coordinated Deposition of an Amazon Witness, the Parties agree that examination  
19 by The People and Other Plaintiffs' Attorneys shall be limited to no more than a combined total of ten  
20 (10) hours on the record, with no more than seven (7) hours on the record per day unless otherwise agreed  
21 to by the Amazon Witness.

22       19. Notwithstanding the limit set forth in Paragraphs 17 and 18, The People, together with  
23 Other Plaintiffs' Attorneys, may identify up to a combined total of eight (8) Amazon Witnesses, where  
24 the Amazon Witness has not previously testified in a pre-Complaint investigational hearing in this Action  
25 or any of the Other Pending Actions, for whom their Coordinated Deposition shall be limited to no more  
26 than a combined total of fourteen (14) hours on the record, with no more than seven (7) hours per day  
27 unless otherwise agreed by the Parties and the Amazon Witness. The People, and the Other Plaintiffs'  
28 Attorneys, shall identify such Amazon Witnesses by providing Counsel for Amazon with written notice  
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1 no later than thirty (30) calendar days prior to the date of such deposition. Amazon reserves the right to  
2 object to such extended deposition time limit for any specific Amazon Witness by providing written notice  
3 of such objection to The People, and Other Plaintiffs' Attorneys, within five (5) business days. Thereafter,  
4 the Parties shall meet and confer to try to resolve any such objection. If a dispute remains, Amazon may  
5 seek relief from the Court in this action for Coordinated Depositions first noticed in this action; however,  
6 absent agreement of the Parties or Order of the Court, the fourteen (14) hour limit shall apply to such  
7 deposition.

8 20. Notwithstanding the time limits set forth in Paragraphs 18 and 19, should Amazon agree  
9 to higher time limits for any Coordinated Depositions, or should any order in the Other Pending Actions  
10 be entered permitting higher time limits for any Coordinated Depositions, such higher time limits shall  
11 apply to any such Coordinated Depositions taken in this action.

12 21. In the event Amazon seeks to coordinate testimony from one or more Amazon  
13 Representatives offered in response to a deposition notice to Amazon pursuant to Section 2025.230 of the  
14 California Code of Civil Procedure, Amazon shall identify the designated topics for which it proposes  
15 offering coordinated testimony at the time Amazon serves its responses and objections to such deposition  
16 notice. Thereafter, the Parties agree to meet and confer in good faith concerning the coordination of such  
17 deposition, including the scope of testimony and appropriate time limits for said deposition. If Amazon  
18 fails to provide timely notice as contemplated under this Paragraph, The People may elect to proceed with  
19 the deposition on the topics as noticed, or to meet and confer concerning coordination, in their sole  
20 discretion. For the avoidance of doubt, nothing in this Paragraph shall affect Amazon's right to object to  
21 any deposition notice issued by The People pursuant to Section 2025.230 on any grounds.

22 **IV. DEPOSITIONS OF AMAZON AND AMAZON WITNESSES FIRST NOTICED  
IN THE OTHER PENDING ACTIONS.**

23 22. In the event Amazon receives a notice or subpoena for the deposition of Amazon or an  
24 Amazon Witness in any Other Pending Actions, Counsel for Amazon shall notify The People of such  
25 notice or subpoena and provide The People a copy thereof within seven (7) calendar days of receiving  
26 such deposition notice, and at least fifty-three (53) calendar days before the date on which the deposition  
27 is noticed. For the avoidance of doubt, notice fails to comply with this Paragraph if it is not provided at  
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1 least fifty-three (53) calendar days before the date on which the deposition is first noticed unless Amazon  
2 is served with the deposition notice less than sixty (60) calendar days before the date on which the  
3 deposition is first noticed, in which case, notice to The People fails to comply with this Paragraph if  
4 Amazon does not provide such notice within three (3) business days after timely service upon Amazon in  
5 such Other Pending Actions and at least thirty (30) calendar days before the date on which the deposition  
6 is first noticed.

7       23. Upon receipt of a notice from Amazon for the deposition of an Amazon Witness, The  
8 People shall have fourteen (14) calendar days to notify Counsel for Amazon in writing whether The People  
9 also intend to notice such Amazon Witness for deposition in the present Action such that the deposition  
10 will be a Coordinated Deposition, and whether The People are able to proceed with such deposition as  
11 noticed in the Other Pending Action. For avoidance of doubt, the timing provisions for issuing a  
12 deposition notice under Paragraph 13 shall not apply in such circumstances.

13       24. To the extent The People elect to proceed with a Coordinated Deposition but are  
14 unavailable to proceed with the deposition on the date noticed in an Other Pending Action, or to the extent  
15 The People require reasonable additional time to prepare, the Parties will use best efforts to coordinate  
16 with each other and the appropriate Other Plaintiffs' Attorneys in the Other Pending Actions to identify  
17 mutually-agreeable dates for the coordinated deposition taking into consideration the status of discovery  
18 and operative case schedules in this Action and the relevant Other Pending Actions.

19       25. The People in their sole discretion may elect to participate in a Coordinated Deposition  
20 whether or not Amazon provides notice in compliance with Paragraph 22. To the extent The People elect  
21 to participate in the Coordinated Deposition of an Amazon Witness first noticed in any Other Pending  
22 Action, the Coordinated Deposition will be subject to the deposition time limits set forth above in  
23 Paragraphs 18 and 19.

24       26. To the extent The People decline to participate in the Coordinated Deposition of an  
25 Amazon Witness first noticed in any Other Pending Action which occurs on a date more than sixty (60)  
26 calendar days after Amazon provides written confirmation that it has substantially completed its document  
27 production in response to The People's requests for production of documents through and including  
28 Set Six, and for which Amazon has provided notice to The People in accordance with Paragraph 19, The  
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1 People may not seek the deposition of that same Amazon Witness in this Action without Amazon's  
 2 consent or leave of the Court. For the avoidance of doubt, the limitations of this Paragraph shall have no  
 3 effect, and The People shall be free to notice and take any deposition of an Amazon Witness, where  
 4 Amazon fails to provide notice that complies with Paragraph 22 and The People decline to participate in  
 5 a Coordinated Deposition of that Amazon Witness. For the further avoidance of doubt, nothing in this  
 6 Paragraph, or otherwise in the Coordination Order, bars The People from seeking agreement from Amazon  
 7 or leave of Court to take additional testimony from any Amazon Witness based on documents produced  
 8 by Amazon after the date Amazon represents it has substantially completed its document production.

9       27. In the event Amazon seeks to coordinate testimony from one or more Amazon  
 10 Representatives offered in response to a deposition notice to Amazon in its corporate capacity issued in  
 11 any Other Pending Action, Amazon shall identify the designated topics for which it proposes offering  
 12 coordinated testimony at the time Amazon serves its responses and objections to such deposition notice.  
 13 Amazon shall provide a copy of any such deposition notice, and any responses and objections thereto,  
 14 contemporaneously with the service of Amazon's responses and objections. Thereafter, the Parties agree  
 15 to meet and confer in good faith concerning the coordination of such deposition, including the scope of  
 16 testimony for any coordinated proceeding, the participants, and any appropriate time limits for said  
 17 deposition. If Amazon fails to provide timely notice as contemplated under this Paragraph, The People  
 18 may elect to meet and confer concerning coordination in their sole discretion.

19 **V. NON-PARTY WITNESS DEPOSITION COORDINATION**

20       28. In the event Amazon receives a notice or subpoena for the deposition of a Non-Party in  
 21 any Other Pending Actions, Counsel for Amazon shall notify The People of such notice or subpoena and  
 22 provide The People a copy thereof within seven (7) calendar days of receipt. Thereafter, should either  
 23 Party seek to depose such Non-Party in a Coordinated Deposition in this Action, the Parties agree to meet  
 24 and confer to facilitate such coordination to the fullest extent reasonably practicable.

25       29. The Parties agree that a Party seeking the deposition of a Non-Party witness will issue and  
 26 send to the other Party a deposition notice with a proposed date for the deposition, which absent mutual  
 27 agreement or leave of Court for good cause, shall not be set for a date any earlier than sixty (60) calendar  
 28 days from the date the Party serves the deposition notice. For the avoidance of doubt, under this

1 Paragraph, a Party may serve a deposition notice without first obtaining or issuing a subpoena to compel  
2 attendance of the Non-Party witness at the deposition.

3 30. The Party receiving the deposition notice shall, within fourteen (14) calendar days, advise  
4 the Party seeking the deposition as to whether it intends to cross notice the deposition and either (i) confirm  
5 the proposed date, or (ii) use best efforts to propose reasonable alternative dates within fourteen (14)  
6 calendar days of the originally noticed date.

7 31. If the Party receiving the deposition notice wishes to seek documents to prepare for or  
8 participate in the deposition of the Non-Party, the Party receiving the deposition notice shall also, within  
9 fourteen (14) calendar days, either (i) serve any subpoena for production of such documents on the  
10 Non-Party; or (ii) in the event a subpoena must be domesticated for service in a foreign jurisdiction,  
11 provide notice of a forthcoming subpoena to the original noticing Party and the Non-Party, including a  
12 copy of said subpoena, and use best efforts to promptly domesticate and serve such subpoena. The Party  
13 serving such a document subpoena on a Non-Party shall use its best efforts to enforce the subpoena, so as  
14 not unreasonably delay the taking of the Non-Party deposition noticed by the other Party.

15 32. If the Party receiving the deposition notice fails to comply with the timing requirements  
16 set forth in the preceding Paragraph 28, it shall waive all rights to move to continue or reopen the  
17 deposition of the Non-Party, or seek any other relief, based on production of responsive documents after  
18 the deposition.

19 33. Notwithstanding any agreed date and to minimize, to the extent possible, the burden on  
20 and inconvenience to Non-Parties, the Parties further agree to work in good faith to make any mutually  
21 agreeable modifications to the date(s) for each deposition, including to coordinate, to the extent reasonably  
22 possible, with the Other Plaintiffs' Attorneys for their respective depositions of the same Non-Party in the  
23 Other Pending Actions and to account for the availability of the Non-Party, the availability of counsel for  
24 the Parties and Non-Parties, any burden and inconvenience to the Non-Party, and the needs of the Parties  
25 to seek documents from each other or the Non-Party and/or its affiliated entities in advance of the  
26 deposition if a subpoena for production of documents is timely served or noticed pursuant to Paragraph 28.

27 34. Notwithstanding anything in this Coordination Order, the Parties shall retain all rights to  
28 depose any Non-Party witness by providing the notice required by statute if the sixty (60) day notice  
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1 period contemplated herein would require the deposition of a Non-Party witness to take place after the  
2 close of fact discovery in this Action. If the Non-Party witness is not reasonably available on the date  
3 noticed, the noticing Party shall promptly notify all Parties, and the Parties shall meet and confer within  
4 five (5) calendar days thereof regarding a reasonable and appropriate date, time, and location for the  
5 noticed deposition, which may be conducted after the close of fact discovery in the event the Non-Party  
6 witness cannot reasonably be made available on an earlier agreed-date.

7 35. Notwithstanding anything in this Coordination Order, apart from the failure to timely serve  
8 or notice a subpoena for production of documents as outlined in Paragraph 28, the Parties retain all rights  
9 to formally object (by motion or otherwise) to the taking of any Non-Party's deposition or to the timing  
10 or scope of any such deposition in this Action. For the avoidance of doubt, provided a Party complies  
11 with the timing requirements set forth in Paragraph 28 regarding service or providing notice of a subpoena  
12 for documents, the Party retains all rights to formally object (by motion or otherwise) to the taking of any  
13 Non-Party's deposition or to the timing or scope of any such deposition in this Action.

14 36. This Coordination Order does not impose, modify, or waive any discovery obligation,  
15 objection, or applicable privilege the Parties may have with respect to the production of documents relating  
16 to any Non-Parties except as expressly provided herein. The Parties do not waive any objections to and  
17 shall retain all rights to formally object (by motion or otherwise) to any Non-Party discovery in the Action  
18 except as expressly provided herein.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

2 DATED: April 17, 2024

3 By: /s/ Stephen R. Smerek  
4 Stephen R. Smerek

5 Rob Bonta (SBN 202668)  
6 Attorney General of California  
7 Paula Blizzard (SBN 207920)  
8 Senior Assistant Attorney General  
9 Natalie S. Manzo (SBN 155655)  
10 Jamie L. Miller (SBN 271452)  
11 Supervising Deputy Attorneys General  
12 Robert B. McNary (SBN 253745)  
13 Stephen R. Smerek (SBN 208343)  
14 Lauren J. Pomeroy (SBN 291604)  
Carolyn D. Jeffries (SBN 319595)  
Nell G. Moley (SBN 295498)  
Komal Patel (SBN 342765)  
Deputy Attorneys General  
300 South Spring Street, Suite 1702  
Los Angeles, CA 90013  
Tel: (213) 269-6058

15 *Attorneys for Plaintiff and Cross-Defendant,*  
16 *The People of the State of California*

Respectfully Submitted,

By: /s/ Jeffrey M. Davidson  
Jeffrey M. Davidson

Heidi K. Hubbard (*pro hac vice*)  
Kevin M. Hodges (*pro hac vice*)  
Jonathan B. Pitt (*pro hac vice*)  
Carl R. Metz (*pro hac vice*)  
Carol J. Pruski (Bar No. 275953)  
WILLIAMS & CONNOLLY LLP  
680 Maine Ave. SW  
Washington, DC 20024  
Tel.: (202) 434-5000  
Fax: (202) 434-5029

Jeffrey M. Davidson (Bar No. 248620)  
Cortlin H. Lannin (Bar No. 266488)  
Neema T. Sahni (Bar No. 274240)  
COVINGTON & BURLING, LLP  
415 Mission Street, Suite 5400  
San Francisco, CA 94105  
Tel: (415) 591-6000  
Fax: (415) 591-6091  
*Attorneys for Defendant and Cross-Claimant,*  
*Amazon.com, Inc.*

17  
18  
19 [PROPOSED] ORDER  
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21

Pursuant to the above stipulation, IT IS SO ORDERED

22 DATED: Apr. 17, 2024  
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Hon. Ethan P. Schulman  
Judge of the Superior Court

**CERTIFICATE OF ELECTRONIC SERVICE**  
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On April 17, 2024, I electronically served STIPULATED COORDINATION PROTOCOL AND ORDER via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: APR 17 2024

Brandon E. Riley, Court Executive Officer

By:   
Felicia Green, Deputy Clerk